



State Procurement Office

14th Floor Capitol Tower, 600 E Boulevard Ave Dept 012,
Bismarck ND 58505-0310

A Division of the Office of Management & Budget

Contract Information

Term Contract Name:	TELEPHONES
Term Contract Number:	017
Contract Period:	06/01/2005 through 05/31/2007
Contract Administrator:	Don Griffin
Phone Number:	701-328-4912
Fax Number:	701-328-1615

Contractor Information

Name:	Qwest Communications 220 N 5th Street Bismarck, ND 58501
Service Representative:	Shirley Rickel
Toll Free Numbers:	N/A
Telephone Number:	701-222-7228
Fax Number:	701-222-8327
E-Mail:	srickel@qwest.com

Billing and Ordering Instructions. Purchase orders for state agencies will be issued to the contractor by the Information Technology Department only. State agencies are to contact the Information Technology Department for information concerning this contract. ITD Contact

Person: Roxy Ennen at 701-328-2300

Contract Revisions: Extended 6/1/06

Freight Charges and Delivery. Delivery is to be f.o.b. any North Dakota location and must be made within 14 DAYS after receipt of the purchase order. If delivery requirements cannot be met within the specified time, the vendor must notify the ordering agency in writing of the delay and the approximate date delivery may be expected.

General Terms and Conditions.

Affirmative Action. The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.

Assignments, Transfers, Etc. Contracts as a result of this solicitation are not to be assigned, transferred, conveyed, sublet, or otherwise disposed of without previous consent, in writing, of the State Procurement Office.

Binding Contract. The acceptance of a bid response in writing by the State Procurement Office shall constitute a contract between the bidder and the state. Written acceptance from the State Procurement Office will be in the form of a purchase order or a notification of award. Any oral agreement or arrangement by a bidder or vendor with an agency or buyer will have no force or effect unless reduced to writing. The successful bidder must perform in accordance with the terms and conditions of the contract and this article and purchasing laws of the state of North Dakota.

Compliance with Laws. The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations. The contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subject subcontractors to the same provision.

Cancellation Of Contract. If the contract is canceled for cause by the State Procurement Office, the contractor is responsible for delivery of all items ordered prior to the cancellation, unless those orders had been canceled by the ordering agency.

Hold Harmless/Indemnification. The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees,

subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

Investigations. The State reserves the right to make an investigation or investigations of the materials, equipment, supplies, qualifications, or facilities offered by the apparent low bidder or bidders. This investigation would be to determine whether or not the apparent low bidder or bidders could meet the requirements set forth in the solicitation.

Material and Workmanship. All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.

Title. Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or its agent.

Pricing and Tax Information.

Pricing. The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the period of the contract.

Taxes. The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K.

ITEM NO. & DESCRIPTION	MODEL NO.	BID PRICE
1. Meridian M3901 Entry, Platinum	NTMN31BB66	\$45.00
2. Meridian M3902 Basic, Platinum	NTMN32GA66	\$78.00
3. Meridian M3903 Enhanced, Platinum	NTMN33GA66	\$135.00
4. Meridian M3904 Professional, Platinum	NTMN34GA66	\$217.00
5. Meridian M3905 Call Center, Platinum	NTMN35GA66	\$217.00

6. Key-based Expansion Module Without Footstand, Platinum	NTMN37BA66	\$70.00
7. Key-based Expansion Module Kit 1, Platinum	NTMN38AB66	\$15.00
8. Key-based Expansion Module Kit 1, Platinum	NTMN38BA66	\$18.00
9. Nortel IP Phone 2001, Phase II, charcoal	NTDU90BB70	\$82.00
10. Nortel IP Phone 2002, Phase II, charcoal	NTDU91BB70	\$165.00
11. Nortel IP Phone 2004, Phase II, charcoal	NTDU92BB70	\$235.00
12. IP Key Expansion Module - Charcoal (new)	NTEX00DA70	\$140.00
13. IP Phone 1120E with English Text keycaps without power supply (new)	NTYS03BA	\$221.00
14. IP Phone 1140E with English Text keycaps without power supply (new)	NTYS05BA	\$341.00
15. IP Phone 2007. Colour Touchscreen LCD; Without Power Supply; Includes Stylus (new)	NTDU96AB70	\$456.00
16. IP Phone Power Supply (2007 and 11xx) (new)	N0023000	\$20.00
17. IP Phone Power Supply (2007 and 11xx) (new)	A0619627	\$35.00

18. Nortel IP Phone 2001, Phase III, charcoal (new)	NTDU90BC70E6	\$82.00
19. Nortel IP Phone 2002, Phase III, charcoal (new)	NTDU91BC70E6	\$165.00
20. Nortel IP Phone 2004, Phase III, charcoal (new)	NTDU92BC70E6	\$235.00

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